

## **MEDICAL DIRECTOR AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between **KIM M. LANDRY, M.D., P.A.**, whose mailing address is 405 Waterford Lane, Gulfbreeze, Florida 32561, hereinafter referred to as "Medical Director," and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "County."

### **RECITALS**

**WHEREAS**, Medical Director is owned, operated and managed by Kim M. Landry, a medical doctor licensed and authorized to practice medicine in the State of Florida, including being licensed and authorized to act as the Medical Director for the Emergency Medical System of County; and

**WHEREAS**, County desires to contract with Medical Director for the purpose of providing medical director services to County as more specifically set forth herein; and

**WHEREAS**, Medical Director will be an independent contractor paid in accordance with the terms of this agreement. No employee benefits will be provided to Medical Director and no payroll or other taxes withheld as Medical Director is an independent contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct.
2. **SERVICES.** Medical Director agrees to perform the professional services as Medical Director for County as provided herein.
3. **MEDICAL DIRECTOR'S DUTIES AND RESPONSIBILITIES.** The Medical Director shall promulgate clinical protocols, provide clinical direction and provide appropriate quality assurance for daily operations and training pursuant to Florida Statute, Chapter 401. The Medical Director shall supervise and assume direct responsibility for the clinical oversight of the Columbia County Emergency Communications Center (EMD), Fire Department First Responders, EMTs, and Paramedics operating as part of the public safety system. All County EMS system providers granted a COPCN or entering into an agreement with County shall be required to fall under the authority of, and shall abide by, all medical protocols authorized by the County Medical Director. The duties of the Medical Director shall be as follows:

A. **EMS System Oversight and Clinical Supervision.**

(1) Provide clinical supervision to all first responders, emergency medical technicians (EMTs), paramedics, and emergency medical dispatchers (EMDs) comprising the public safety system in Columbia County.

(2) Participate on scene calls with EMS crews for a minimum of four (4) hours semi-annually.

(3) Provide two (2) hours monthly in the Emergency Management Communications Center for monitoring EMDs and configure and recommend changes to procedures and determinant levels used in the Medical Dispatch System to enhance local response.

(4) Meet with the chief officer or a designated representative of each BLS and ALS service providers at least once quarterly.

(5) Review and resolve medical issues that may arise from the EMS service providers.

(6) Commit a minimum of two (2) hours monthly to review current issues with EMS providers and the County Emergency Services Coordinator.

(7) Provide clinical supervision and direction to the Sheriff's Department's first response officers.

(8) Establish and maintain a working relationship with Medical Directors of Emergency Services agencies, including fire services, operating in Columbia County.

(9) Report to the Florida Bureau of Emergency Medical Services any EMT or paramedic who has had their privilege to provide patient care removed by the Medical Director. Such report of disciplinary action must include a statement and documentation of the specific acts of the disciplinary action.

(10) Provide availability of telephone support for EMS providers during medical incidents at the request of the primary response agency.

(11) Provide field response or phone support, as needed, during multiple casualty incidents at the request of the primary response agency.

(12) Support Public Facility AED Programs to include prescriptions for AED equipment.

(13) Support the agency designated by the County as a lead agency for Health and Medical, Emergency Support Function 8.

(14) Complete an Incident Management Command System course approved by the Emergency Management Division.

(15) Participate in local EMS Medical Advisory Board meetings.

(16) Maintain accessibility through a local cellular phone number, text and email.

**B. Establish Standing Orders, Protocols and Standards of Care.**

(1) Develop and maintain medically appropriate BLS and ALS standing orders and protocols for the Fire Departments and supporting first responders within Columbia County.

(2) Develop and revised, when necessary, Trauma Transport Protocols for submission to the Florida Department of Health for approval. Ensure all EMTs and paramedics are trained in the use of the trauma scorecard methodologies for adult and pediatric trauma patients.

(3) Develop and revise, when necessary, Stroke Alert Transport Protocols for the submission to the Department of Health for approval. Ensure that all EMTs and paramedics are trained in the use of the stroke assessment scorecard methodology.

(4) Assist all appropriate agencies of the County to the greatest extent possible in the delivery of competent emergency medical care. This includes implementation of the policies established by the Emergency Management Division and/or Board of County Commissioners.

(5) Work with emergency department directors to insure a community standard of care.

(6) Assist all appropriate agencies to the greatest extent possible in the delivery of exceptional clinical care.

4. **COMPENSATION.** County shall compensate Medical Director the sum of \$45,000.00 per year, payable in four (4) equal quarterly installments (\$11,250.00 each) consistent with the County's fiscal year. This agreement shall be effective as of July 1, 2011 and Medical Director shall be paid in equal quarterly installments beginning October 1, 2011 and each quarter thereafter during the term of this agreement, unless otherwise agreed in writing between the parties.

5. **INSURANCE.** Medical Director shall maintain during the term of this agreement the following insurance coverage:

a. Professional liability of no less than \$250,000.00 per claim and \$750,000.00 aggregate coverage to include emergency medical services.

b. Workers' compensation coverage in the statutory amounts as required by Florida law, unless Medical Director provides a certificate of exemption from the State of Florida, Department of Financial Services, Division of Workers' Compensation.

6. **INDEMNIFICATION.** Medical Director, at its own expense, shall indemnify, defend and hold harmless the County from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Medical Director, its employees or subcontractors. This provision shall survive the termination of this agreement.

7. **TERM.** This agreement shall be effective as of July 1, 2012 and for the initial term of one (1) year thereafter ending June 30, 2013. This agreement may be extended for four (4) additional one-year periods (total 5 years) upon terms and conditions and the written agreement of both parties. Either party may terminate this agreement with or without cause upon giving 30 days prior written notice to the other party. Medical Director's agreement to indemnify and hold harmless County and the provisions contained in paragraph 6 shall survive the termination of this agreement. Unless Medical Director is in default under this agreement, Medical Director shall be paid for all work performed prior to the termination of this agreement.

8. **GOVERNING LAW.** This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole exclusive venue for any legal action between the parties.

9. **PUBLIC RECORDS.** The parties acknowledge the County, as a political subdivision of the State of Florida, is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Therefore, Medical Director shall, for a minimum of five (5) years from

the expiration or termination of this agreement, maintain all records resulting from this agreement which shall be made available to the County upon reasonable written request. County shall be responsible for reasonable costs of copying such public records.

10. **ATTORNEY FEES.** In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Sherron Jernigan  
Witness  
SHERRON JERNIGAN  
Print or type name

Joshua Spencer  
Witness  
Joshua Spencer  
Print or type name

**KIM M. LANDRY, M.D., P.A.**

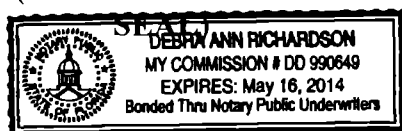
By: Kim M. Landry  
Kim M. Landry, M.D., President

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2012, by **KIM M. LANDRY, M.D.**, as the President of **KIM M. LANDRY, M.D., P.A.**, a professional association, on behalf of the association, who is personally known to me or who has produced a Florida driver's license as identification.

Debra Ann Richardson  
Notary Public, State of Florida

(NOTARIAL



My Commission Expires:

May 16, 2014

Signed, sealed and delivered  
in the presence of:

Penny D. Stanley  
Witness

Penny D. Stanley  
Print or type name

Carolyn N. Baker  
Witness

CAROLYN N. BAKER  
Print or type name

**COLUMBIA COUNTY, FLORIDA**

By: Scarlet P. Frisina  
Scarlet P. Frisina, Chair

ATTEST: P. DeWitt Cason  
P. DeWitt Cason, Clerk

(SEAL)

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2012, by **SCARLET P. FRISINA**, as Chair of the **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**, on behalf of the Board, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL  
SEAL)

Penny D. Stanley  
Notary Public, State of Florida

My Commission Expires:

7-15-2016

